

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE	)	
	)	CHAPTER 13
Angelique D. Bridges	)	
Debtor	)	CASE NO.: 19-16106-MDC
~~~~~	)	
ALLY BANK LEASE TRUST - ASSIGNOR TO	)	
VEHICLE ASSET UNIVERSAL LEASING	)	
TRUST (A.K.A. "VAULT TRUST", OR	)	
"V.A.U.L. TRUST", OR "VAULT", OR	)	
"V.A.U.L.T."),	)	<b><u>HEARING DATE:</u></b>
	)	, February 15, 2022
Movant	)	10:30 A.M.
vs.	)	
	)	
Angelique D. Bridges, and	)	
MARGARET ANN BRIDGES, Codebtor.	)	
Respondent(s)	)	<b><u>LOCATION:</u></b>
and	)	900 Market Street, Suite 202
	)	Courtroom No. 2
KENNETH E. WEST	)	Philadelphia, PA 19107
Trustee	)	

**MOTION FOR RELIEF FROM AUTOMATIC STAY AND CODEBTOR STAY**

AND NOW, comes the above-captioned Movant, Ally Bank Lease Trust - Assignor to Vehicle Asset Universal Leasing Trust (a.k.a. "VAULT TRUST", or "V.A.U.L. Trust", or "VAULT", or "V.A.U.L.T."), by and through their attorney, Regina Cohen, who files this Motion based upon the following:

1. The Movant is a corporation having a principal place of business located at 1234 Main , Desoto, TX 75115.
2. The Respondent, Angelique D. Bridges is an individual with a mailing address at 4224 Levick Street, Philadelphia, PA 19135, who has filed a Petition under Chapter 13 of the Bankruptcy Code.
3. On or about June 17, 2017, Debtor Angelique D. Bridges and Codebtor Margaret Ann Bridges entered into a Motor Vehicle Lease Agreement, involving a lease in the amount of \$17,727.15 for the use of a 2017 Jeep Compass Utility 4D Latitude 2.0L I4.

4. The vehicle secured by the Contract has V.I.N. 1C4NJCEA9HD156337.
5. Movant is the assignee of the Lease Agreement.
6. The lease obligation is in the amount of \$1,963.92, through January 17, 2022 though subject to change. This amount does not include the Purchase Option of \$10,894.05. Lease matures on October 16, 2021. The regular monthly payment is \$272.16.
7. Applying payments received to the earliest payment due, payments have been missed post-petition, since July 17, 2021 in the amount of \$634.71, plus all applicable interest, attorneys' fees and costs plus Pre-Petition Payments of \$555.48. Additionally, there are unpaid repossession charges in the amount of \$0.00, late charges in the amount of \$163.32, and other charges in the amount of \$0.00.
8. Lease expired on October 16, 2021.
9. The Property has a N.A.D.A. Value of \$18,150.00.
10. The claim has matured and the full post-petition portion of the balance of the account including post-petition interest, in the amount of \$634.71, is due immediately.
11. The vehicle is not necessary to an effective reorganization.
12. The Movant is the only lienholder of record with regard to the vehicle.
13. In order to proceed with repossession of the vehicle, relief from the automatic stay must be obtained.
14. Failure to make adequate protection payments is cause for relief from the automatic stay and codebtor stay.
15. The Movant has incurred attorney's fees in the filing of this Motion.
16. The vehicle is a rapidly depreciating asset. Movant requests the waiver of Rule 4001(a)(3).

WHEREFORE, Movant prays for your Honorable Court to enter an Order permitting the Movant to proceed with the repossession proceedings of the aforementioned vehicle.

Respectfully submitted,  
Lavin, Cedrone, Graver, Boyd & DiSipio

/s/ Regina Cohen  
Regina Cohen  
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